

AWARD

Shri Banke Lal concerned workman was appointed as Traub Operator in M/s Victory Trading Corporation Plot No. 9-10, N.I.T., Faridabad, —vide letter, dated 25th May, 1972 Exhibit W-2 on record, his emoluments having been fixed at Rs. 175 P. M. According to him he discharged his duties faithfully. The management however, terminated his services without any notice or charge sheet with effect from the 7th November, 1972. Feeling aggrieved, he met the Factory Manager Shri G.C. Dhingra and asked him to take him back on duty or show cause why his services had been terminated without giving him any notice or charge sheet. Shri Dhingra did not give any satisfactory answer and refused to take him back on duty. He then approached the union known as the Faridabad Engineering Workers Union registered N. I. T., Faridabad which took up his case and gave the demand notice dated 30th March, 1973 Exhibit W-1. Conciliation proceedings were started on this demand notice but none appeared on behalf of the management to participate in those proceedings.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana referred the dispute for adjudication to this Tribunal in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 —vide order No. ID/FD/73/20/71, dated 22nd June 1973, with the following term of reference.

Whether the termination of services of Shri Banke Lal was justified and in order? If, not, to what relief is he entitled?

The parties were called upon to put in their pleadings. The management has not appeared in spite of service. The concerned workman has filed his statement of claim reiterating his demand for reinstatement and payment of back dues contending that the termination of his services, was wrongful and unjustified. The management having chosen not to appear in spite of due service, the case has been proceeded *ex parte*.

The workman concerned has made his own statement on oath in detail and produced the letter of his appointment Exhibit W-2 besides proving the demand notice Exhibit W-1. The letter of appointment speaks for itself. He was appointed as a regular Traub Operator with effect from 1st of June, 1972 and his emoluments were fixed at Rs. 175 P. M. I do not find any reason to disbelieve his statement on oath that he had been discharging his duties faithfully and the management had terminated his services without any justification especially when the management is not coming forward to contest his claim in spite of due service. Before raising the dispute he had approached the Factory Manager Shri Dhingra with the request that he should be taken back on duty or the cause of termination of his service should be explained to him. There was no satisfactory response from Mr. Dhingra and he refused to take him back on duty.

So, taking into consideration the facts of the case and the reasons aforesaid, I am convinced that the claim of the present workman is well founded. The issue involved is accordingly decided in his favour and against the management holding that the termination of his services is not justified and in order, and, in the result he is entitled to reinstatement with continuity of his previous services and full back wages keeping in view of the fact as per his sworn testimony that he has not been gainfully employed during this period of forced un-employment in spite of his best efforts in several factories. He is also entitled to Rs. 50 as costs of the present proceedings. The award is made accordingly.

O. P. SHARMA,

The 15th June, 1974.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 582, dated the 21st June, 1974.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

The 15th June, 1974.

Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 5989-4L-74/23347.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal, Haryana, Faridabad, in respect of the dispute between the workman and the management of M/s Sehgal Puri (P) Ltd., Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 144 of 1973

between

SHRI SARDARI LAL, WORKMAN AND THE MANAGEMENT OF M/S SEHGAL PURI (P), LTD., FARIDABAD

Present :—

Shri Roshan Lal, for the workman.

Shri D. C. Bhardwaj, for the management.

AWARD

Shri Sardari Lal concerned workman was in the service of M/s. Sehgal Puri (P) Ltd., 14/5 Mathura Road, Faridabad. His services were terminated by the management. He raised a demand for reinstatement but without success.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana referred the dispute for adjudication to this Tribunal, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947, by order No. ID/FD/125/37067, dated 28th August, 1973, with the following term of reference.

Whether the retrenchment of Shri Sardari Lal was justified and in order? If not, to what relief is he entitled?

The parties were called upon to put in their pleadings. They have arrived at an amicable settlement. Shri Sardari Lal concerned workman has received payment of Rs. 741/- found due, as per mutual calculations, in full and final settlement of his entire claims against the management giving up his right of reinstatement or re-employment,—*vide* voucher, dated 7th September, 1973, photostat copy Exhibit M-1 and his application, dated 3rd June, 1974 Exhibit M-2 admitting the factum of the settlement of the dispute. His authorised representative Shri Roshan Lal Sharma has also admitted that the dispute has been settled by the workman as stated by the management and that the voucher of payment of Rs. 741/- as well as the application Exhibit M-2 are signed by him.

In view of the above, no further proceedings are called for in the case and a no dispute award is made in terms of the above settlement arrived at between the parties holding that the workman concerned is not entitled to any other relief. In the circumstances, there shall be no order as to costs.

The 13th June, 1974.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal Haryana,
Faridabad.

[No. 577, dated the 21st June, 1974

Forwarded (four copies) to the Secretary to Government Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

The 13th June 1974.

O. P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.

No. 5991-4L-74/23349. —In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Industrial Tribunal Haryana, Faridabad, in respect of the dispute between the workman and the management of M/s Partap Steel Rolling Mills (P) Ltd., Ballabgarh :—

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, HARYANA, FARIDABAD

Reference No. 35 of 1973

between

SHRI BHIKHAM PRASAD, WORKMAN AND THE MANAGEMENT OF M/S PARTAP STEEL ROLLING MILLS PRIVATE LTD., BALLABGARH.

Present :—

Shri Roshan Lal, for the workman.

Shri D. C. Bhardwaj, for the management.

AWARD

The management of M/s Partap Steel Rolling Mills Private Ltd., Ballabgarh allegedly terminated the services of its workman Shri Bhikham Parshad without any justification on 6th May, 1972. Feeling aggrieved, he raised a dispute which was referred for adjudication to this Tribunal by the Governor of Haryana, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947,—vide order No. ID/FD/73/11970, dated 29th March, 1973 with the following terms of reference :—

“Whether the termination of services of Shri Bhikham Prasad was justified and in order? If not, to what relief is he entitled?”

The parties were called upon to put in their pleadings. The management has contested the claim of the workman on the ground that, as a matter of fact, he had submitted his resignation, accepted his dues and joined service with some other concern. The following issues were framed in the case:—

- (1) Whether Shri Bhikham Prasad concerned workman tendered his resignation and received dues, in full and final settlement of his entire claim against the management including his right of re-employment or reinstatement on management?
- (2) Whether Shri Bhikham Prasad concerned workman is gainfully employed with M/s Dabriwala Steel and Engineering Company Ltd; If so, since when and what are his emoluments?
- (3) Whether the termination of service of Shri Bhikham Prasad was justified and in order? If not, to what relief is he entitled?

The management has examined its time keeper Shri Subhresh Chander Malik M. W. 1 who has proved the resignation of the workman, dated 12th May, 1972, photostat copy Exhibit M-1, copy of the application for the settlement of his account Exhibit M-2, Voucher showing the payment of his dues Ex. M-3, entry in the payment of wages register showing receipt of the wages by him for the month of April, 1972, Exhibit M. 4, letter received from M/s Dabriwala Steel and Engineering Company Ltd; that this workman had joined service with them Exhibit M. 5, report of the Conciliation Officer within the same pleas had been taken by the management Exhibit M. 6. The workman concerned was required to appear in person to admit or deny the above facts alleged on behalf of the management but he has failed to do so and his authorised representative Shri Roshan Lal Sharma has stated that he made attempts to contact the worker but he was not traceable and, in the circumstances, he is not in a position to refute the plea of resignation raised by the management and proceed further in the case.

Taking into consideration the facts stated above, the plea of the management that this workman had voluntarily submitted his resignation, collected his dues and joined service with some other concern (M/s Dabriwala Steel and Engineering Company Ltd.) has to be believed especially when the workman is not coming forward to make a statement on oath to deny the aforesaid facts, which stand established by documentary evidence, and his authorised representative has no instructions from him to proceed with the case.

For the reasons aforesaid, issues Nos. 1 and 2 are decided in favour of the management and against the workman and it is held that Shri Bhikham Prasad workman concerned had, in fact, submitted his resignation which was accepted by the management and that he had received his dues, in full and final settlement of his entire claims against the management including the right of reinstatement or re-employment, as he had joined service with M/s Dabriwala Steel and Engineering Company Ltd.

On my above findings on issues Nos. 1 and 2 it is not necessary to go into the issue No. 3 which in fact becomes redundant for the simple and obvious reason that the workman concerned having voluntarily submitted his resignation and collected his dues after the acceptance of the same the question of the termination of his services by the management does not arise. It is a clear case of self abandonment of service by the workman himself who had joined service with some other concern, as already discussed. The issue is held accordingly.

Taking into consideration my above findings on the issues involved and for the reasons aforesaid, I am quite clear in my mind that there was no industrial dispute between the parties which could validly be referred for adjudication to this Tribunal and, in the circumstances, the workman is not entitled to any relief by way of reinstatement or payment of back dues. The award is made accordingly but without any order as to costs.

Dated the 14th June, 1974.

O.P. SHARMA,
Presiding Officer,
Industrial Tribunal, Haryana,
Faridabad.